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Archibald Trotter

COPIES of the INSTRUMENT of PROTEST, *Archibald Trotter* Merchant in *Glasgow*, against *Andrew Cochran*, *John Murdoch* and Company, Bankers in *Glasgow*; of TWO LETTERS from Mr *Trotter* to those Gentlemen; and of a SUMMONS raised at his Instance against them.

Copy of the Instrument of Protest.

**A**T *Glasgow*, the twenty-third Day of *January* One thousand seven hundred and fifty-nine Years, and in the thirty-second Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *France*, and *Ireland*, Defender of the Faith, in presence of me Notary-public, and Witnesses subscribing, compeared Mr *Archibald Trotter* Merchant in *Glasgow*, and produced a great Number of Notes issued by, or in the Name of Messieurs *Andrew Cochran*, and *John Murdoch* and Company, Merchants and Bankers in *Glasgow*, all which he counted over at the Sight and in presence of me the said Notary-public and Witnesses subscribing, amounting all together in Value to the Sum of Three thousand four hundred and forty-seven Pounds *Sterling*; and having bound up the same in four Parcels, he delivered them to me Notary-public subscribing, to be carried by me, along with him and the said Witnesses, to the House commonly called the Bank-office of the said *Andrew Cochran*, and *John Murdoch* and Company, that he might there require Payment thereof: And accordingly the said Mr *Archibald Trotter*, and I the said Notary-public and Witnesses subscribing, having immediately passed to the foresaid Bank-office of the said *Andrew Cochran*, and *John Murdoch* and Company; and there the said *Archibald Trotter* represented to *Laurence Scot*, Cashier to the said *Andrew Cochran*, and *John Murdoch* and Company, the many Hardships and Inconveniencies he had been put to by the unprecedented and unjustifiable Manner of postponing the Payment of the Notes issued by and in the Name of the said *Andrew Cochran*, *John Murdoch* and Company: That, upon his first settling at *Glasgow*, he acquainted them, that he would not decline receiving their Notes in Payments, but would chuse, in making his own Payments, to do it in *Edinburgh* Notes, as what was both more agreeable to, and convenient for his Correspondents and himself; and therefore that he

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expected they would readily give him either *Edinburgh* Notes or Specie for such Sums of their Notes as should come into his Hands, and that from Time to Time, as he should call for Payment of the same : That, instead of the prompt Payment he expected, both himself and his Clerk had been played off with small Bags of Sixpences ; in the Payment of which they had managed Matters so, as to oblige them to count the Money over and over again a great many Times ; and in place of paying them in their Telling-room, in the usual Way as they do to others, they often obliged them to receive their Payment in another Apartment, where By-standers might have no Opportunity of witnessing the uncivil and indiscreet Manner in which they were used ; and the better to compass their Ends, they changed the Hands that served them every Day, the Partners themselves taking the Charge of telling out Sixpences, and vying with each other who should show most Dexterity in gaining Time by miscounting, and other low Arts ; and when the Partners became wearied, or ashamed of the Task, they set *Alexander Coggill*, their Porter or menial Servant, to act the Part of a Teller ; who, either from the Instructions given him, or from real Inexpertness, trifled away a whole Day, that is, four Hours, (being the whole Time allotted by them for Payment), in paying thirty Pounds or forty Pounds at most : That, by challenging to themselves a Privilege to which they have no manner of Right or Title, of appointing certain fixed Hours for paying, *viz.* from Ten to Twelve in the Forenoon, and from Three to Five after Noon, and refusing to pay, or even to give Attendance, except in these Hours, they made it very easy to shuffle over that Time with a very trifling Payment, and even sometimes to postpone a whole Day, by pretending it was Holiday : That when he could not operate Payment, he desired them to mark the Notes, so as they might bear Interest, and indemnify him for the Outlay of his Money : but this they refused, telling they were in Course of Payment ; and when he called for a Notary-public in order to protest, he and his Clerk were shut into a Room, and the Notary and Witnesses were forcibly turned to the Door : That, from such and the like illegal and extraordinary Method of Procedure, he and his Clerk were not able to obtain Payment of Five hundred Pounds *Sterling* in less Time than eight or nine Days, his Clerk's Time was taken up four Hours every Day in Attendance at their Office, and yet the Sum of their Notes daily increased in his Hands ; so that he was not only incapacitate from answering the Calls of his Correspondents, who expected their Payments either in *Edinburgh* Notes or Specie, but was also a considerable

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Lofer by the Money lying dead in his Hand, and was under the Necessity of running a very great Risk, by having large Sums always in his House: That, upon the twenty-fifth Day of *October* last, he wrote a Letter to the said *Andrew Cochran, John Murdoch* and Company, setting forth, at great length, what is above represented, and intreating them to give such Orders as might prevent all future Ground of Complaint, or any Necessity of seeking Redress in a legal Way; which Letter he now referred to, as being in their own Hands: That, to this Letter, he never obtained any Answer; though he waited some Days without making further Demands, and had then a considerable Sum of their Notes in his Hands: That, from that Time to the fourth Day of *December* last, he continued in a daily Course of Attendance, by his Clerk receiving Payments from them in whatever Manner they thought fit to make them; and though he acquainted them, from time to time, what Sum of their Notes he was possessed of, the greatest Payment he could obtain, in any one Day, both in *Edinburgh* Notes and Cash together, was Two hundred and one Pounds *Sterling*: That, being still desirous to obtain his Payment by the gentlest Measures, upon the said fourth Day of *December* last, he wrote a Letter to *Laurence Scot*, Cashier to the said *Andrew Cochran, John Murdoch* and Company; mentioning his former Letter to the Copartners, and complaining of his having received no Answer; giving a full Detail of every Payment he had received from them, from the seventh Day of *November* preceding to that Period; and acquainting him, that he was then possessed of Two thousand eight hundred and twenty-one Pounds *Sterling* of their Notes, of which he expected Payment either in *Edinburgh* Bank-notes or Specie; and offering, if it was more agreeable or convenient to the Copartners, to accept of a Bill at Sight on *Edinburgh* for the whole Sum: which Letter he also now referred to: To this Letter his Clerk received a very unmannerly Return, from the said *Laurence Scot*, viz. That if he, the said *Archibald Trotter*, had as much to do as the said *Laurence Scot*, he would not find Time to write such long Letters; that it required Deliberation; and that he could give no Answer, but would lay it before the Committee, which was to meet next Day: That, upon the sixth Day of *December* last, the said *Laurence Scot* returned a verbal Answer to the above Letter, viz. That he was desired to pay the Sum therein mentioned, being Two thousand eight hundred and twenty one Pounds *Sterling*, in the following manner, One thousand Pounds in *Edinburgh* Bank-notes, One thousand Pounds by a Bill on *London* at thirty Days Date, Exchange par, and the remaining Eight hundred and twenty-one

one Pounds in Silver as usual: This he could not but esteem as the highest Insult, in pretending to make him receive Payment at *London*, after thirty Days, of Notes payable at *Glasgow* on Demand, and that too at a higher Exchange than the Course then was for which he could sell Bills; and, after all, to be obliged to a tedious Attendance for Payment of the Balance: That, from the said sixth Day of *December* last to the fourteenth Day of that Month, he made no Demand, giving them that Time to prepare either *Edinburgh* Notes or Specie for Payment of the Sum in his Hands, since they were so unreasonable as to refuse him a Bill on *Edinburgh* for it: That, upon the said fourteenth Day of *December* last, he returned, and demanded Payment of the whole Sum then in his Hands, being Two thousand eight hundred and ninety-three Pounds *Sterling*; but instead of prompt Payment, which he had just Reason to expect, he had met with the same unjustifiable Treatment and Delay; which will very strongly appear from the following Account of the trifling Payments made to him since that Time, viz.

1758.			
Dec. 14.	Presented for Payment,	- - -	L. 2893
	Received, Forenoon, Sixpences,	- - L. 65	
	Afternoon, ditto,	- - 18	
	Edinburgh Notes,	- - 8	
		—	91
15.	Forenoon, Sixpences,	- - 23	
	Edinburgh Notes,	- - 2	
	Afternoon, Sixpences,	- - 22	
	Edinburgh Notes,	- - 3	
		—	50
16.	Forenoon, Sixpences,	- - 10	
	Bank-bill,	- - 50	
	Afternoon, Bank shut.		
		—	60
18.	Forenoon, Sixpences,	- - 10	
	Afternoon, ditto,	- - 15	
		—	25
19.	Forenoon, Sixpences,	- - 20	
	Afternoon, ditto,	- - 19	
	Edinburgh Notes,	- - 1	
		—	40
		—	
	Carried forward,	- - L. 266	2893

1758.	Brought forward,		L. 266	2893
Dec. 20.	Received, Forenoon, Sixpences,	-	5	
	Afternoon, ditto,	-	20	
	Edinburgh Notes,	-	50	
		L. —	75	
21.	Bank shut all Day.			
22.	Forenoon, Sixpences,	-	15	
	Afternoon, ditto,	-	17	
	Edinburgh Notes,	-	50	
		—	82	
23.	Forenoon, Edinburgh Notes,	-	68	
	Afternoon, Bank shut.			
25.	Bank shut all Day.			
26.	Forenoon, Sixpences,	-	10	
	Afternoon, Edinburgh Notes,	-	40	
		—	50	
27.	Forenoon, Sixpences,	-	20	
	Afternoon, ditto,	-	18	
		—	38	
28.	Forenoon, ditto,	-	15	
	Afternoon, ditto,	-	14	
		—	29	
29.	Forenoon, ditto,	-	15	
	Afternoon, ditto,	-	18	
		—	33	
30.	Forenoon, ditto,	-	8	
	Afternoon, Bank shut.			
1759.	Bank shut all Day.			
Jan. 1.	Forenoon, Sixpences,	-	18	
2.	Afternoon, ditto,	-	18	
		—	36	
3.	Forenoon, ditto,	-	17	
	Afternoon, ditto,	-	18	
		—	35	
4.	Forenoon, ditto,	-	19	
	Afternoon, ditto,	-	15	
		—	34	
5.	Forenoon, ditto,	-	17	
	Afternoon, ditto,	-	15	
		—	32	
	Carried forward,	-	L. 786	2893
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1759.	Brought forward,	-	-	L. 786	2893
Jan. 6.	Received, Forenoon, Sixpences,	-	-	-	5
	Afternoon, Bank shut.				
8.	Forenoon, Sixpences,	-	-	19	
	Afternoon, ditto,	-	-	12	
				—	31
9.	Forenoon, ditto,	-	-	10	
	Afternoon, ditto,	-	-	14	
				—	24
10.	Forenoon, ditto,	-	-	19	
	Afternoon, ditto,	-	-	15	
				—	34
11.	Forenoon, ditto,	-	-	19	
	Afternoon, ditto,	-	-	12	
				—	31
12.	Forenoon, ditto,	-	-	14	
	Afternoon, ditto,	-	-	8	
				—	22
13.	Forenoon, ditto,	-	-	-	9
	Afternoon, Bank shut.				
15.	Forenoon, Sixpences,	-	-	15	
	Afternoon, ditto,	-	-	10	
				—	25
16.	Forenoon, ditto,	-	-	18	
	Afternoon, ditto,	-	-	12	
				—	30
17.	Forenoon, ditto,	-	-	14	
	Afternoon, ditto,	-	-	15	
				—	29
18.	Forenoon, ditto,	-	-	19	
	Afternoon, ditto,	-	-	17	
				—	36
19.	Forenoon, ditto,	-	-	15	
	Afternoon, <i>Edinburgh</i> Notes,			100	
				—	115
20.	Forenoon, ditto,	-	-	-	35
	Afternoon, Bank shut.				
22.	Forenoon, Sixpences,	-	-	7	
	Afternoon, ditto,	-	-	13	
				—	20
				—	—
				L. 1232	2893

So that, in the Course of thirty-four lawful Days, he had only been able to obtain Payment of One thousand two hundred and thirty-two Pounds *Sterling*, which, at an Average, is no more than Thirty-six Pounds a-day ; and in this is ~~even~~ included Four hundred and seven Pounds of *Edinburgh* Notes, as expressed in the Payments above mentioned : So that really he had only received in Cash but about Twenty-four Pounds a-day ; which is such shameful Payments, as is altogether unworthy of any Gentlemen assuming to themselves the Character of Bankers : And as such unheard-of Payments had not only already been of great Disadvantage to his Business, but may even, in Time, expose his Credit to the greatest Danger ; and as he saw no Probability of their altering this their unjustifiable Procedure towards him, he was laid under the disagreeable Necessity of making his Demands in a legal Manner : And therefore, he did intimate to the said *Laurence Scot*, as Cashier fore said, That he had at present in his Hands the Sum of Three thousand four hundred and forty-seven Pounds *Sterling* of Notes, issued by and in the Name of the said *Andrew Cochran*, *John Murdoch* and Company, which he had already shown to, and told over, in presence of me Notary-public, and Witnesses, subscribing ; and all which he then produced, and required Payment of, either in *Edinburgh* Notes or Specie ; and declared, That if the said *Andrew Cochran*, *John Murdoch* and Company, or the said *Laurence Scot*, as their Cashier, were determined to pay him in Sixpences, as usual, he was willing to receive it, even in that Way, providing he got no less than Five hundred Pounds *Sterling* every lawful Day, till the whole was paid ; but would no longer be trifled with, or put off with small Pocks of Sixpences, or with Payment of small Sums, after whole Days Attendance ; neither would he be restricted to what they called their Bank-hours, as he knew no Right they had to prescribe Hours for Payment of their Notes, more than any other Merchant or Banker, who is obliged to prompt or punctual Payment. And he did protest, That the said *Andrew Cochran*, *John Murdoch* and Company, and the said *Laurence Scot*, as their Cashier, should no longer pretend to the Privilege of certain Hours for Payment of their Notes ; and should not only be liable instantly to pay him the Value of the whole Notes then produced, in the Terms above mentioned, but also to indemnify him of the Interest thereof, from the Time the same came into his Hands, and has lain therein, through their Default of Not-payment, and of the Risk of keeping the same till Payment can be obtained, and of all other Cost, Skaith, Damage, and Expences, already incurred, or which may hereafter be incurred by him, through  
their

their refusing or postponing the Payment thereof. And the said *Archibald Trotter* thereafter delivered into the Hands of the said *Laurence Scot* a Schedule of Representation, Intimation, and Protest, in the Terms above mentioned, consisting of ten Pages, and subscribed by him the said *Archibald Trotter*, and me the said Notary-public subscribing; which had been just before read over to him; and thereupon took Instruments in the Hands of me Notary-public subscribing. After which the said *Laurence Scot*, in name of the said *Andrew Cochran, John Murdoch* and Company, declared, That he was willing and ready to pay the whole Sum demanded in the common Course of Payment; and thereupon took Instruments, in the Hands of me Notary-public subscribing; and desired the said Mr *Archibald Trotter* to walk into the Telling-room, where he would receive his Payment in the usual Manner. And the said Mr *Archibald Trotter* having represented, That the usual Manner had been very bad, and what he complained of; the said *Laurence Scot* answered, That he might go to the Telling-room, and he would receive Payment immediately: Upon which the said Mr *Archibald Trotter*, along with me Notary-public, and Witnesses, subscribing, immediately repaired to the Telling-room, with the foresaid whole Sum of Notes in his Hands, which he laid down upon the Telling-table, and informed the Tellers, that in these Bundles were contained the Notes of that Bank to the Value of Three thousand four hundred and forty-seven Pounds *Sterling*; which he had already intimated to *Laurence Scot*, and had required Payment thereof from him, either altogether in *Edinburgh* Bank-notes, or Gold, or if in Sixpences, as usual, at the Rate of Five hundred Pounds *Sterling per diem*; who had directed him to come to them for Payment: And he then required Payment thereof from the Tellers then attending, being *Alexander Monro* and *John Rose*. At this Time a young Man, named *John Robertson*, who had come along with the said Mr *Archibald Trotter*, from the next Room, where Mr *Scot* was, delivered a Message, as from the said Mr *Scot*, to the Tellers, importing, that Mr *Scot* desired them to pay the Sum now demanded by Mr *Trotter* in the usual Manner: Upon which the said *John Rose*, one of the Tellers, pulled out from a Drawer in the Counting-table a little Pock, containing some Cash, which he delivered to *Alexander Coggill* the Porter, desiring him to begin and tell out the same to Mr *Trotter*. And the said *Alexander Coggill* having opened the same, and begun to tell, it appeared, that the Bag contained nothing but Sixpences; and that there could not possibly be in it, to the best Judgment of me the said Notary-public, and Witnesses, sub-

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scribing, above Ten Pounds *Sterling*; which the said *Alexander Cog-gill* began to count in a very slow Manner, and extremely unlike a Teller of Money, counting the same first from Hand to Hand, and afterwards counting the same Sum over again in Ranks on the Table: Upon which the said Mr *Archibald Trotter* represented to the Tellers, That this was no Redress, but just repeating the former scandalous Delays, and bad Usage, against which he had just now protested against Mr *Scot*: To which the said *John Rose* replied, That it was paying him in the usual Way: Upon this the said Mr *Archibald Trotter* desired the Tellers to begin to count themselves, if they meant to be in earnest; and if they were to pay him in Sixpences, that they would lay out Bags to the Extent of Five hundred Pounds upon the Table; which the said *John Rose* refused, saying, when that Pock was done, *Cog-gill* would get more: Whereupon Mr *Archibald Trotter* asked, how much was in the Pock? which he declined answering: And the said Mr *Archibald Trotter* having again asked, if he could say there was Five hundred Pounds in that Pock? the said *John Rose* smiled, and said, Any body might see that there was not: Upon which the said *Archibald Trotter* represented, That he could no longer be trifled with, and put off, by such ridiculous shameful Methods of pretended Payments in course; and that therefore he did then protest the whole Sum of the Notes then in his Hands, and each of them, for not Payment, and for all Cost, Skaith, Damage, Interest, and Expence: And thereupon took Instruments, and delivered the said Notes to me Notary-public subscribing, in presence of the Witnesses also subscribing, that I might keep the same, and make out my Instrument or Instruments thereupon, in proper Time. And upon this the said *Laurence Scot* having come into the said Telling-room, the said *Archibald Trotter* repeated to him his Complaints of their renewing the same Delay, and bad Usage, by employing their Porter to tell out a small Bag of Sixpences; which he did in such a slovenly and shameful Manner, and had not yet counted twenty Shillings all the Time he the said *Archibald Trotter* had been there; and that though he had desired the Tellers to show him to the Extent of Five hundred Pounds *Sterling* in Bags, and to begin to tell it themselves, they had refused; which had obliged him to protest the whole Notes for not Payment: To which the said *Laurence Scot* answered, That they were in the Course of Payment in the usual Way; and that when that Pock was done, the Porter would get another, till the Sum was completed; and that they were not to be directed by the said *Archibald Trotter*, in what Way they should make their Payments. Upon which the said *Ar-*

*chibald Trotter* declared, That he could no longer put up with such unjustifiable Usage, and have his Payments postponed in such an unheard-of Manner: And therefore he now repeated and adhered to his former Protest of the whole Notes for not Payment; and that the said *Andrew Cochran, John Murdoch* and Company, and the said *Laurence Scot*, as their Cashier, should be liable to him for all Cost, Skaith, Damage, Interest, and Expences, which he had already incurred, or should hereafter incur through their Default, in not Payment of the said Notes: And thereupon, and upon the whole Premises, the said Mr *Archibald Trotter* asked and took Instruments in the Hands of me Notary-public subscribing. These Things were so done, acted, and said, within the Counting-room of the said Mr *Archibald Trotter*, and thereafter within the Bank-office of the said *Andrew Cochran, John Murdoch* and Company, both in the City of *Glasgow*, as is particularly and respectively above specified, betwixt the Hours of Eight and Eleven before Noon, Day, Month, Year of God, and of the King's Reign *respectivè* above mentioned, in presence of *Alexander Elliot*, Clerk to the said Mr *Archibald Trotter*, and *Robert Gibson* Writer in *Edinburgh*, Witnesses to the whole Premises specially called and required.

*Robert Gibson, Witness.*  
*Alex. Elliot, Witness.*

*Quæ rogatus attestor*

JA. HOME, N. P.

Copies of the two Letters mentioned in the foregoing Protest.

*Messrs. Andrew Cochran, John Murdoch and Company,*

GENTLEMEN,

YOU cannot but be sensible, that, ever since I came to reside here, I have had the greatest Trouble in obtaining Payment of your Notes, though from the first I assured you, that I had no Intention to trouble you for Specie; and I may appeal to yourselves, if my Practice has not been agreeable thereto, having never asked either Gold or Silver of any kind, or got any but what you have forced upon me, after your refusing me *Edinburgh* Notes, and even at Times when you were paying them to others. You know likewise, that I have all along told you, what Payments I make here I chuse should be in *Edinburgh* Notes or Specie, and not in your Notes; which

which are neither so agreeable nor convenient to my Friends or me. For these Reasons, I think you could not take it amiss if I declined taking your Notes at all; but since I do not, I think the least Thing you can do is to pay them readily, or give such Notes for them as I chuse to pay away; for I do not understand being forced to issue your Notes whether I incline it or not.

Issuing the Notes of any Man, or of any Company, is a Favour; and I take it, every Man is at Liberty to bestow his Favours where he pleases, without any Ground of Complaint on the Part of those from whom he with-holds them.

I have observed of late, that you are disposed to give me still more and more Trouble; for when, on *Monday* the 16th instant, I presented *L. 600* of your Notes for Payment, all the *Edinburgh* Notes you would give me was *L. 100*, and put off till next Day for the rest. On the 17th you would give me no more *Edinburgh* Notes but two twenty Shilling ones, and all the Specie you would give me was *L. 58* in Sixpences, though my Clerk was employed the whole Day in attending. Next Day you paid me *L. 30* in Sixpences, and the Day following *L. 50* in ditto; and on the 20th you paid *L. 40* in ditto; the 21st, *L. 20* in ditto; on *Monday* last, the 23d instant, *L. 50* in ditto; Yesterday, *L. 50* in ditto, with *L. 40* in a Royal Bank promissory Note; and this Day *L. 35* more of Sixpences: Which Payments together, since *Monday* was eight Days, makes only *L. 475*, in the following Species, viz.

<i>Edinburgh</i> Notes	—	—	—	<i>L. 102</i>
Sixpences	—	—	—	333
Post-bill	—	—	—	40
				<hr/>
				<i>L. 475</i>

So that I yet want *L. 125 Sterling* of the above-mentioned *L. 600*, after dancing Attendance nine Days for the Part thereof received; and paid my Clerk, as above, in a By-place and private Manner, and where he never could get the Sum wanted; so that if I had had immediate Demands upon me for that Money, my Credit might have suffered, as every Man's must who does not pay his Bills or Notes readily. Besides, you must be sensible of the Hardship and Inconvenience to have my Clerk's Time taken up in so unprecedented a Manner, to the Prejudice of my Business, and preventing that Punctuality which every Correspondent has a Right to expect from me, and which

I wish to give. I always understood a Note payable on Demand was to be paid when presented, with as little Trouble to the Possessor as possible; and if needless Trouble is given him, especially when repeated upon every Occasion, I think he is not only at Liberty, but is even called to make his Demand in such a Way as will procure Payment; that when Justice is denied him, he may do his Endeavours to obtain it. I am so far from inclining to take any Advantage from what is past, that I write you this with a View that you may come to such Determination as may prevent my finding fault for the future, which will give me great Pleasure, and save both of us Trouble: For as such unheard-of bad Usage in the Payment of your Notes is impossible to be born or put up with longer, I am come to a Resolution, that if you don't henceforward give me readily *Edinburgh* Notes or Money for what of your Notes I present, to make a legal Demand for Payment of every one of them that comes into my Hands; and that if this brings you into Expence, or any other Inconveniency, you will have yourselves to blame, and not me, after this fair Warning of my Intention: And if, by continuing to pay your Notes in the Manner you have done, you force me to take such Measures as I would much rather avoid, I may also, for my own Vindication, be under the Necessity of letting all those that deal with me, at least, know how much of my Time is taken up in procuring Payment of your Notes, by sending or showing them a Copy of this Letter; and when I do so, if it or any other should not be an agreeable Step to you, I must be excused, having taken this Method to put you on your Guard, and save me the Trouble. I have desired my Clerk to put up with what he can get, till you are pleased to favour me with a Return to this, which I hope will be soon; and am, with the greatest Respect,

GENTLEMEN,

*Your most obedient and very humble Servant,*

*Glasgow, October 25.*

1758.

ARCH. TROTTER.

Mr

Glasgow, December 4. 1758.

Mr Laurence Scot,

S I R,

THE 25th of October last, I wrote a Letter to Mess. Andrew Cochran, John Murdoch and Company, mentioning some of the Inconveniences I was put to by their declining to give me Payment of their Notes, and begging that for the future I might not be put to so much unnecessary Trouble, otherwise I would be obliged to make my Demands in another Way. To this Letter I never received any Answer, nor have they in the least altered their unprecedented Manner of paying their Notes: For though I have ever since been possessed of a considerable Sum of their Notes, with which my Clerk has attended at their Office almost every Day, Forenoon and Afternoon, asking either *Edinburgh* Notes or Specie for them; yet all I have been able to get since the 7th November last is no more than L. 1440, as will appear by the following Payments made me, viz.

Sterl.

Nov. 7. Forenoon and Afternoon together,

	in Sixpences,	—	L. 70	16
	<i>Edinburgh</i> Notes,	—	40	0
	Bank promissory Note,		10	0
	Gold,	—	4	4
			L. —	125
8.	Sixpences,	—	—	30
9.	Ditto,	—	—	55
10.	Your Office was not open.			
11.	Sixpences,	—	—	10
13.	<i>Edinburgh</i> Notes,	—	L. 150	0
	Gold,	—	20	0
	Post Bill,	—	10	0
			—	180
14.	Sixpences,	—	—	40
15.	Ditto,	—	—	55
16.	Ditto,	—	L. 27	0
	<i>Edinburgh</i> Notes,	—	118	0
			—	145
17.	Sixpences,	—	—	20
	Carried forward,	—	L. 660	
	D			

				Sterl.
	Brought forward,	—	—	L. 660
Nov. 18.	Sixpences,	—	L. 13	0
	Edinburgh Notes,	—	52	0
			<hr/>	65
20.	Sixpences,	—	20	0
	Edinburgh Notes,	—	89	0
			<hr/>	109
21.	Sixpences,	—	—	30
22.	Ditto,	—	L. 19	19
	Gold,	—	1	1
	Edinburgh Notes,	—	14	0
			<hr/>	35
23.	Sixpences,	—	L. 23	0
	Edinburgh Notes,	—	178	0
			<hr/>	201
27.	Sixpences,	—	L. 68	10
	Edinburgh Notes,	—	1	0
	British Linen Company,		0	10
			<hr/>	70
28.	Sixpences,	—	L. 53	0
	Edinburgh Notes,	—	36	0
			<hr/>	89
30.	Sixpences,	—	L. 27	0
	Edinburgh Notes,	—	38	0
	British Linen Company ditto,		0	10
	Gold,	—	5	10
			<hr/>	71
Dec. 1.	Sixpences,	—	L. 28	0
	Edinburgh Notes,	—	2	0
			<hr/>	30
Saturday last, 2d instant,	Edinburgh Notes,	—	—	80
Which Payments together, since the 7th of November last, makes only L. 1440 Sterling, in the following Species, viz.				
	Edinburgh Notes,		L. 798	0
	Post-bills,	—	20	0
	British Linen Notes,		1	0
	Gold,	—	30	15
	Sixpences,	—	590	5
			<hr/>	L. 1440

And

And as I am still possessed of *L. 2821 Sterling* of their Notes, of which I want Payment, and since the Gentlemen themselves did not think it proper to answer my Letter of the 25th *October* last, I now apply to you, as their Cashier, to desire you will please give me Payment of the above Sum in *Edinburgh* Notes or Specie; or if it be more agreeable to you, I'll even take a Bill at Sight on *Edinburgh* for the same; for besides the Inconveniency of having my Money locked up in this Manner, when I should be employing it in my Business, I think it a Hardship to be forced to run the Risk of keeping such a Sum by me. I desire you will communicate this Letter to Mess. *Andrew Cochran, John Murdoch* and Company; and let me have your and their Answer, that I may know how to order my Affairs, being resolved not to keep such Sums of their Notes dead by me; and am, with due Respect,

S I R,

*Your most obedient and most humble Servant,*

ARCH. TROTTER.

### Copy of the Summons.

**G**EORGE, by the Grace of God, King of *Great Britain, France,* and *Ireland*, Defender of the Faith: To

Messengers at Arms,  
Our Sheriffs in that Part, conjunctly and severally, specially constitute, greeting. FORASMUCHAS it is humbly meant and shown to Us, by Our Lovit *Archibald Trotter* Merchant in *Glasgow*, THAT WHERE the Pursuer having, preceding the twenty-third Day of *January* current, at sundry Times, in the Course of his Business, been possessed of several Parcels of promissory Notes granted by *Laurence Scot*, as Cashier to, and in virtue of Powers from *Andrew Cochran, John Murdoch* and Company, Bankers in *Glasgow*, and subscribed by the said *Laurence Scot, Andrew Cochran*, and *John Murdoch*, or by all or either of them, to a considerable Amount and Value; the Pursuer, and *Alexander Elliot* his Clerk, did frequently repair to the Office or Counting-house of the said *Andrew Cochran, John Murdoch* and Company, in order to have received Payment of the said Notes, either in the Notes of the Bank of *Scotland*, or the Royal Bank of *Scotland*, or in

in the current Specie of this Kingdom, in the Option of the said *Andrew Cochran*, *John Murdoch* and Company, or *Laurence Scot* their Cashier : But in place of receiving prompt and ready Payment, as is usual in the like Cases, the Pursuer, and his said Clerk, were trifled with and played off by the said *Andrew Cochran*, *John Murdoch* and Company, their said Cashier, and their Tellers or Clerks, in a most indecent and unbecoming Manner, as is more fully set forth in the Instrument of Protest after mentioned, and here holden as repeated *brevitatis causa*, whereby the Pursuer sustained considerable Loss and Damage : And the Pursuer having been, upon the said twenty-third Day of *January* current, possessed of sundry promissory Notes granted by the said *Laurence Scot*, as Cashier to, and in virtue of Powers from the said *Andrew Cochran*, *John Murdoch* and Company, and subscribed as aforesaid, to the Amount or Value of Three thousand four hundred and forty-seven Pounds *Sterling* Money, being Six hundred and sixty-five Notes of five Pounds each, and One hundred and twenty-two Notes of twenty Shillings *Sterling* each, of the respective Numbers mentioned in a Schedule signed by the said *Archibald Trotter*, and by *James Home* Notary-public, and Notary to the foresaid Protest, of the Date of these Presents, relative hereunto ; and of which Schedule a Copy is to be delivered to the said *Andrew Cochran*, *John Murdoch* and Company, and *Laurence Scot* ; of which Notes he proposed to demand immediate Payment : And justly suspecting he would be trifled with, and played off as formerly, he the said Pursuer, to prevent the like bad Usage in Time coming, did, upon the said twenty-third Day of *January*, count over the said Notes, at the Sight and in presence of the said *James Home* Notary-public, *Robert Gibson* Writer in *Edinburgh*, and the said *Alexander Elliot*, Witnesses to the said Instrument ; and afterwards, upon the said Day, passed, with the said Notary and Witnesses, to the House commonly called *the Bank-office* of the said *Andrew Cochran*, *John Murdoch* and Company, in order to require Payment thereof ; and represented to the said *Laurence Scot* the many Hardships and Inconveniencies the Pursuer had been put to by the unprecedented and unjustifiable Manner of postponing the Payment of the Notes issued by and in name of the said *Andrew Cochran*, *John Murdoch* and Company, as before mentioned : And as he saw no Probability of their altering their unjustifiable Proceedings towards him, he was laid under the disagreeable Necessity of making his Demands in a legal Way ; and therefore he did intimate to the said *Laurence Scot*, Cashier aforesaid, That he had then in his Hands the Sum of Three thousand four hundred and forty-seven Pounds *Sterling* Money  
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of Notes issued by and in name of the said *Andrew Cochran, John Murdoch* and Company, which he had already shown to, and told over in presence of the said Notary-public and Witnesses subscribing; and all which he then produced, and required Payment of, either in *Edinburgh* Bank-notes or Specie; and declared, That if the said *Andrew Cochran, John Murdoch* and Company, or the said *Laurence Scot*, as their Cashier, were determined to pay him in Sixpences as usual, he was willing to receive it even in that Way, providing he got no less than Five hundred Pounds *Sterling* every lawful Day till the whole was paid; but would no longer be trifled with, or put off with small Bags of Sixpences, or with Payment of small Sums after whole Days Attendance: Neither would he be restricted to what they called their Bank-hours, as he knew no Right they had to prescribe Hours for Payment of their Notes, more than any other Merchant or Banker, who is obliged to prompt or punctual Payment: And he did protest, That the said *Andrew Cochran, John Murdoch* and Company, and the said *Laurence Scot*, as their Cashier, should no longer pretend to the Privilege of certain Hours for Payment of their Notes, and should not only be liable then instantly to pay him the Value of the whole Notes then produced, in the Terms before mentioned, but also to indemnify him of the Interest of Two thousand eight hundred and ninety-three Pounds *Sterling* thereof, being Part of the foresaid Sum then presented; of which Payment had been demanded on the fourteenth Day of *December* last, and from said Day the same had lain in his Hands through their Default of Not-payment; and of the Risk of keeping the same till Payment could be obtained; and of all Cost, Skaith, Damage, and Expence then incurred, or which thereafter might be incurred by him, through their refusing or postponing the Payment thereof: And the said *Archibald Trotter*, Pursuer, delivered into the Hands of the said *Laurence Scot* a Schedule to the Effect foresaid, and thereupon took Instruments in the Hands of the said *James Home* Notary-public: After which, the said *Laurence Scot*, in name of the said *Andrew Cochran, John Murdoch* and Company, declared, That he was ready and willing to pay the whole Sum demanded, in the common Course of Payment; and desired the Pursuer to walk into the Telling-room, where he would receive his Payment in the usual Manner: And the Pursuer having represented, That the usual Manner had been very bad, and what he complained of; the said *Laurence Scot* answered, That he might go to the Telling-room, and he would receive Payment immediately. Upon which the Pursuer, along with the said Notary-public, and Witnesses, immediately repaired to the

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Telling-room, with the foresaid whole Sum of Notes in his Hands; which he laid down upon the Telling-table, and informed the Tellers, that in these Bundles were contained the Notes of that Bank to the Value of Three thousand four hundred and forty-seven Pounds *Sterling*; which he had already intimated to the said *Laurence Scot*, and had required Payment thereof from him, either altogether in *Edinburgh* Bank-notes, or Gold; or if in Sixpences, as usual, at the Rate of Five hundred Pounds *Sterling per diem*; who had directed him to come to them for Payment: And he then required Payment thereof from the Tellers then attending, being *Alexander Monro* and *John Rose*. At this Time a young Man, named *John Robertson*, who had come along with the Pursuer, from the next Room, where Mr *Scot* was, delivered a Message from the said Mr *Scot* to the Tellers, importing, That Mr *Scot* desired them to pay the Sum demanded by the Pursuer, in the usual Manner: Upon which the said *John Rose*, one of the Tellers, pulled out from a Drawer in the Counting-table, a little Pock, or Bag, containing some Cash; which he delivered to *Alexander Coghill*, their Porter, or menial Servant, desiring him to begin, and tell out the same to the Pursuer: And the said *Alexander Coghill* having opened the same, and begun to tell, it appeared, that the Bag or Pock contained nothing but Sixpences; and that there could not possibly be in it above Ten Pounds *Sterling*; which the said *Alexander Coghill* began to count in a very slow Manner, and extremely unlike a Teller of Money, counting the same first from Hand to Hand, and after counting the same over again in Ranks on the Table. Upon which the Pursuer represented, That this was no Redress, but just a Repetition of their former scandalous Delays, and bad Usage, against which he had just then protested against Mr *Scot*. To which the said *John Rose* replied, That it was paying him in the usual Way. Upon this the Pursuer desired the Tellers to begin to count themselves, if they meant to be in earnest; and if they were to pay him in Sixpences, that they would lay out Bags to the Extent of Five hundred Pounds *Sterling* upon the Table: And the said *John Rose* having refused to do so, saying, When that Pock or Bag was done, *Coghill* would get more; the said Pursuer represented, That he could no longer be trifled with, and put off, by such shameful Methods of pretended Payments in course; and therefore did then protest the whole Sum of Notes then in his Hands, and each of them, for not Payment, and for all Cost, Skaith, Damage, Interest, and Expence; and thereupon took Instruments. And upon this the said *Laurence Scot* having come into the Telling-room, the said Pursuer repeated to him his Complaints,

Complaints, of their renewing the same Delay, and bad Usage, which the Pursuer had just then complained of, and protested against: To which the said *Laurence Scot* answered, That they were in the Course of Payment in the usual Way; and that when that Pock was done, the Porter would get another, till the Sum was completed; and that they were not to be directed by the Pursuer, in what Way to make their Payments. Upon which the Pursuer declared, That he could no longer put up with such unjustifiable Usage, and have his Payments postponed in such an unheard-of Manner: And therefore he then repeated, and adhered to his former Protest of the whole Notes, for not Payment; and that the said *Andrew Cochran*, *John Murdoch* and Company, and the said *Laurence Scot*, as their Cashier, should be liable to him for all Cost, Skaith, Damage, Interest, and Expences, which the Pursuer had then incurred, or should incur through their Default, in not Payment of the said Notes; as an Instrument of Protest, under the Hand of the said *James Home* Notary-public, dated the said twenty-third Day of *January* current, and herewith produced, bears. FROM ALL WHICH PREMISSES, it clearly appears, that the said *Andrew Cochran*, *John Murdoch* and Company, and the said *Laurence Scot* their Cashier, have most wrongously and unjustly refused, at least postponed and delayed to make Payment to the Pursuer of the before-mentioned Sum of Three thousand four hundred and forty-seven Pounds *Sterling*, being the Value of their Notes presented by the Pursuer for Payment, as said is, notwithstanding of the Requisition aforesaid, to the Pursuer's great Loss and Damage in his Business as a Merchant; and thereby greatly distressing him in his Credit, and putting him in Hazard of losing his Business, and throwing his whole Affairs into Disorder and Confusion: AND THEREFORE the said *Andrew Cochran*, *John Murdoch* and Company, and the said *Laurence Scot*, Defenders, ought and should be decerned and ordained, conjunctly and severally, by Decreet of the Lords of Our Council and Session, to make Payment to the Pursuer of the foresaid Sum of Three thousand four hundred and forty-seven Pounds *Sterling*, as the Value or Amount of the foresaid promissory Notes; and of the Interest of Two thousand eight hundred and ninety-three Pounds *Sterling* thereof, from the fourteenth Day of *December* last to the said twenty-third Day of *January* current; and of the Interest of the foresaid whole Sum of Three thousand four hundred and forty-seven Pounds *Sterling* from the said twenty-third Day of *January* current, being the Date of the said Protest, and in time coming, during the not Payment: And it ought and should be found and declared, by Decreet foresaid, That the said Defenders have  
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no Right or Title to prescribe the Hours for Payment of their Notes, more than any other Merchant or Banker; and that they are, and shall be obliged to pay any of their said promissory Notes, when demanded, on any lawful Day, betwixt the Hours of Seven o'Clock in the Morning, and Ten o'Clock at Night, being the usual Period for Business: And, lastly, the said Defenders ought and should be decerned and ordained, by Decreet foresaid, conjunctly and severally; to make Payment to the Pursuer of the Sum of Six hundred Pounds *Sterling* Money, in name of Damages, and the Expence of Process, and extracting the Decreet to follow hereupon; as is alledged. OUR WILL IS HEREOFRE, and We charge you, that ye pass, and, in Our Name and Authority, lawfully summon, warn, and charge the said *Andrew Cochran, John Murdoch* and Company, and the said *Laurence Scot*, personally, or at their respective Dwelling-places, upon two Diets, of twenty-one Days Warning, for the first Diet, and six Days Warning for the second Diet, to compare before the said Lords of Our Council and Session, at *Edinburgh*, or where it shall happen them to be for the Time, the                      and                      Days  
of                      next to come, in the Hour of Cause, with Continuation of Days, to answer at the Instance of the said Pursuer in the foresaid Matter: THAT IS TO SAY, the said Defenders to hear and see Decreet and Sentence given and pronounced in the said Matter, conform to the Conclusion of the above Summons; or else to alledge a reasonable Cause in the contrair, why the same should not be so done: With Certification to them, if they failzie, Our said Lords will proceed, and give forth, and pronounce their Decreet in the said Matter, in decerning, and ordaining, and declaring, in manner at length above mentioned. According to Justice, as ye will answer to Us thereupon: The which to do, We commit to you, conjunctly and severally, Our full Power, by thir Our Letters, delivering them, by you duly execute and indorsed, again to the Bearer. Given under Our Signet, at *Edinburgh*, the twenty-sixth Day of *January*, in the thirty-second Year of Our Reign, 1759.

*The Pursuer is Archibald Trotter Merchant in Glasgow.*

26th *January*  
1759.

Execute Jan. 27. 1759.

ROBERT JAMIESON.  
Wrote by WILLIAM HENRY.